

REMARKS/ARGUMENTS

Claims 1-37 are pending in the present application. The Examiner has rejected claims 1-37. Applicant respectfully requests reconsideration of pending claims 1-37.

The Examiner has rejected claims 1-37 under 35 U.S.C. § 102(e) as being clearly anticipated by Davis et al. (U.S. Patent No. 6,225,994). Applicant respectfully disagrees. Applicant submits that the cited reference fails to disclose the claimed invention. For example, Applicant submits that the portion of Davis et al. cited by the Examiner fails to disclose “determining selection of an object by one of the plurality of independent software modules to produce a new object selection.” Applicant notes that the cited portion of Davis et al. fails to disclose “to produce a new object selection.”

As another example, Applicant submits that the cited portion of Davis et al. fails to disclose “determining object selection status, which indicates a selected object and an associated one of the plurality of independent software modules.” Applicant notes that the cited portion pertaining to “status information” in col. 1, line 41, of Davis et al. refers to “network status information for customer and service data,” not “object selection status.” Applicant notes that the cited portion in col. 3, line 59, of Davis et al. refers to “Port Status,” not “object selection status.” Applicant notes that the cited portion of col. 14, line 2, of Davis et al. refers to “node status,” not “object selection status.”

As yet another example, Applicant submits that the cited portion of Davis et al. fails to disclose “updating the object selection status when a difference occurs between at least one of: the one of the plurality of independent software modules and the associated one of the plurality of independent software modules and the new object selection and the selected object.” Applicant notes that the cited portion of Davis et al. from col. 13, line 47, to col. 14, line 19, does not appear to describe a “reconcile step,” as asserted by the Examiner, but merely refers to “when the reconcile is complete.” However, Applicant can find no teaching as to how such “reconcile” is to be performed. As noted above, Applicant submits that Davis et al. refer to changing the “node status,” not “updating the object selection status.” Moreover, the Examiner’s citation of col. 8, line 54, appears to be based on the mere presence of the word “update” in absence of any context that would relate to the claimed invention. Furthermore, the cited portion of Davis et al. from col. 10, line 32, refers to “update this object,” not “updating the object selection status” and does not appear in a context that would teach the limitations recited in the claimed invention.

Thus, Applicant submits that the cited portions of the Davis et al. reference fail to disclose claims 1-37. Therefore, Applicant submits that claims 1-37 are allowable over the Davis et al. reference.

The Examiner has rejected claims 1-37 under 35 U.S.C. § 102(b) as being anticipated by Montague et al. (U.S. Patent No. 5,675,782). Applicant respectfully disagrees.

Regarding claim 1, Applicant submits, for example, that the cited portions of Montague et al. fail to disclose “determining selection of an object by one of the plurality of independent software modules to produce a new object selection.” References in Montague et al. to “objects,” “access rights,” and “change the access rights” do not disclose “determining selection...to produce a new object selection.”

As another example, Applicant submits that the cited portions of Montague et al. fail to disclose “determining object selection status, which indicates a selected object and an associated one of the plurality of independent software modules.” Applicant submits that the mere ability to “change the access rights” in Montague et al. does not disclose “determining object selection status....”

As yet another example, Applicant submits that the cited portions of Montague et al. fail to disclose “updating the object selection status when a difference occurs between at least one of: the one of the plurality of independent software modules and the associated one of the plurality of independent software modules and the new object selection and the selected object.” Applicant submits that the mere ability of “granting access rights to an object or container for one or more trustees” does not disclose “updating the object selection status....”

Thus, Applicant submits that the cited portions of the Montague et al. reference fail to disclose the claimed invention as set forth in claim 1. Therefore, Applicant submits that claim 1 is in condition for allowance.

Regarding claim 12, Applicant submits, for example, that the cited portions of Montague et al. fail to disclose “maintaining object selection status that includes identity of a selected object and identity of an associated one of the plurality of independent software modules, wherein the associated one of the plurality of independent software modules selected the selected object.” References in Montague et al. to “objects,” “access rights,” and “change the access rights” do not disclose

“maintaining object selection status....” For example, Applicant submits that “access rights” and the changing thereof do not imply actual selection of an object.

As another example, Applicant submits that the cited portions of Montague et al. fail to disclose “detecting selection of a function by an independent software module of the plurality of independent software modules.” Applicant submits that the mere ability to “change the access rights” in Montague et al. does not disclose “detecting selection of a function....”

As yet another example, Applicant submits that the cited portions of Montague et al. fail to disclose “performing, by one of the plurality of independent software modules, the function upon the selected object.” Applicant submits that the mere ability of “granting access rights to an object or container for one or more trustees” does not disclose “performing...the function upon the selected object” in the context of the other limitations of the claimed invention.

Thus, Applicant submits that the cited portions of the Montague et al. reference fail to disclose the claimed invention as set forth in claim 12. Therefore, Applicant submits that claim 12 is in condition for allowance.

Regarding claim 20, Applicant reiterates Applicant’s arguments set forth above in reference to claim 1. Thus, Applicant submits that claim 20 is also in condition for allowance.

Regarding claim 30, Applicant reiterates Applicant’s arguments set forth above in reference to claim 12. Thus, Applicant submits that claim 30 is also in condition for allowance.

Regarding claims 2 and 21, while the Examiner asserts a “GrantAllAccessRights” function as being disclosed in col. 11, line 20, of Montague et al., Applicant can find no such function recited. Moreover, Applicant notes that Montague et al. teach the function setting the access rights on the object or container “in accord with trustee and permission pairs provided by the user,” not “performing...the function upon the selected object identified in the object selection status.” Therefore, Applicant submits that the cited portions of Montague et al. fail to disclose the claimed invention as set forth in claims 2 and 21. Thus, Applicant submits that claims 2 and 21 are in condition for allowance.

Regarding claims 3 and 22, Applicant submits that the description of “ReplaceAllAccessRights” in the cited portion of Montague et al. fails to disclose “obtaining, by the

independent software module, the function from the associated one of the plurality of independent software modules.” Thus, Applicant submits that the cited portions of Montague et al. fail to disclose the claimed invention as set forth in claims 3 and 22. Therefore, Applicant submits that claims 3 and 22 are in condition for allowance.

Regarding claims 4 and 23, Applicant submits that the description of “IsAccessPermitted” in the cited portion of Montague et al. fails to disclose “informing, by the independent software module, the associated one of the plurality of independent software modules to perform at least one of: the function upon the selected object and a corresponding function upon the selected object.” Thus, Applicant submits that the cited portions of Montague et al. fail to disclose the claimed invention as set forth in claims 4 and 23. Therefore, Applicant submits that claims 4 and 23 are in condition for allowance.

Regarding claims 5, 24, and 34, Applicant notes that Montague et al. fail to disclose an “object selection status” in the portion of that reference cited by the Examiner. Thus, Applicant submits that the cited portion of Montague et al. fails to disclose the claimed invention as set forth in claims 5, 24, and 34. Therefore, Applicant submits that claims 5, 24, and 34 are in condition for allowance.

Regarding claims 6, 25, and 35, Applicant notes that Montague et al. fail to disclose “providing a deselect message to the associated one of the plurality of independent software modules when the status is updated and when the associated one of the plurality of independent software modules is not a controlling software module.” Applicant notes that the “RevokeExplicitAccessRights” function cited by the Examiner is described as pertaining to “access rights explicitly assigned to the named trustee.” However, the Examiner has (in reference to claim 30) attempted to identify an “API,” not a “trustee,” as an “independent software module.” Thus, even under the supposed teachings of Montague et al. asserted by the Examiner, the description of the “RevokeExplicitAccessRights” function in the cited portion of Montague et al. fails to disclose the claimed invention as set forth in claims 6, 25, and 35. Moreover, Applicant submits that the “access rights” do not imply “object selection status.” Furthermore, the cited portion of Montague et al. fails to disclose the additional limitations recited in the subject claims. Therefore, Applicant submits that the cited portions of Montague et al. fail to disclose the claimed invention as set forth in claims 6, 25, and 35. Thus, Applicant submits that claims 6, 25, and 35 are in condition for allowance.

Regarding claims 7, 26, 36, and 37, as noted above, the Examiner has attempted to identify an “API,” not a “trustee,” as an independent software module. Thus, even under the supposed teachings of Montague et al. asserted by the Examiner, the description of the “EnumerateTrustees” function in the cited portion of Montague et al. fails to disclose the claimed invention as set forth in claims 7, 26, 36, and 37. Thus, Applicant submits that the cited portions of Montague et al. fail to disclose the claimed invention as set forth in claims 7, 26, 36, and 37. Therefore, Applicant submits that claims 7, 26, 36, and 37 are in condition for allowance.

Regarding claims 8 and 27, as noted above, the Examiner has attempted to identify an “API,” not a “trustee,” as an independent software module. Thus, even under the supposed teachings of Montague et al. asserted by the Examiner, the description of the “GetEffectiveAccessRights” function in the cited portion of Montague et al. fails to disclose the claimed invention as set forth in claims 8 and 27. Furthermore, Applicant submits that the “GetEffectiveAccessRights” function cannot be construed as a “select message,” as it does not appear to “select,” but merely to list access rights. Additionally, Applicant can find no teaching with respect to the “GetEffectiveAccessRights” function of the other limitations of the claimed invention as set forth in claims 8 and 27. Thus, Applicant submits that the cited portions of Montague et al. fail to disclose the claimed invention as set forth in claims 8 and 27. Therefore, Applicant submits that claims 8 and 27 are in condition for allowance.

Regarding claims 9 and 28, Applicant notes that the reference in Montague et al. to “network configuration” in col. 5, line 16, is not a description of a “communication network” consonant with the limitations of the claimed invention as set forth in claims 9 and 28, but merely a broad but shallow assertion of being able to “be implemented to work...on almost any network configuration.” Thus, Applicant submits that the cited portion of the Montague et al. reference fails to disclose the limitations of the claimed invention as set forth in claims 9 and 28. Therefore, Applicant submits that claims 9 and 28 are in condition for allowance.

Regarding claim 10, while the Examiner refers to “dialog boxes” as referenced in col. 9 of Montague et al., Applicant can find no teaching in Montague et al. that the “dialog boxes” of Montague et al. constitute a “plurality of independent software modules,” that they “include computer applications,” or that “at least some of the computer applications control independent user interfaces.” Thus, Applicant submits that the cited portions of Montague et al. fail to disclose the claimed invention as set forth in claim 10. Therefore, Applicant submits that claim 10 is in condition for allowance.

Regarding claims 11 and 29, the Examiner merely refers to “object discussion beginning line 11, col. 10,” but does not identify any teaching in Montague et al. wherein “the object includes at least one object element.” Thus, Applicant submits that claims 11 and 29 are in condition for allowance.

Regarding claims 13 and 31, The Examiner does not state how the cited portion of Montague et al. could teach “detecting selection...” when no such detecting appears to be described. Thus, Applicant submits that Montague et al. fail to disclose the claimed invention as set forth in claims 13 and 31. Therefore, Applicant submits that claims 13 and 31 are in condition for allowance.

Regarding claims 14 and 32, while the Examiner refers broadly to “user selection of object access rights,” citing col. 10, lines 35-67, of Montague et al., Applicant can find no specific teaching that would disclose the limitations of the claimed invention as set forth in claims 14 and 32. Therefore, Applicant submits that claims 14 and 32 are in condition for allowance.

Regarding claims 15 and 33, Applicant submits that discussion of “changing the access rights” does not imply “determining selection...to produce a new object selection.” Also, Applicant submits that using the “GetEffectiveAccessRights” function to list effective access rights does not imply “determining current object selection status.” Applicant submits that the cited portion of Montague et al. fails to disclose “updating the object selection status....” Therefore, Applicant submits that the cited portions of Montague et al. fail to disclose the claimed invention as set forth in claims 15 and 33. Thus, Applicant submits that claims 15 and 33 are in condition for allowance.

Regarding claim 16, Applicant again submits that mere access rights do not imply object selection status. Thus, Applicant submits that the cited portion of Montague et al. fails to disclose the claimed invention as set forth in claim 16. Therefore, Applicant submits that claim 16 is in condition for allowance.

Regarding claim 17, Applicant reiterates Applicant’s arguments as set forth above in reference to claims 6, 25, and 35. Thus, Applicant submits that the cited portion of Montague et al. fails to disclose the claimed invention as set forth in claim 17. Therefore, Applicant submits that claim 17 is in condition for allowance.

Regarding claim 18, Applicant reiterates Applicant’s arguments as set forth above in reference to claims 7, 26, 36, and 37. Thus, Applicant submits that the cited portion of Montague et al. fails to

disclose the claimed invention as set forth in claim 18. Therefore, Applicant submits that claim 18 is in condition for allowance.

Regarding claim 19, Applicant reiterates Applicant's arguments as set forth above in reference to claims 8 and 27. Thus, Applicant submits that the cited portion of Montague et al. fails to disclose the claimed invention as set forth in claim 19. Therefore, Applicant submits that claim 19 is in condition for allowance.

In conclusion, Applicant has overcome all of the Office's rejections, and early notice of allowance to this effect is earnestly solicited. If, for any reason, the Office is unable to allow the Application on the next Office Action, and believes a telephone interview would be helpful, the Examiner is respectfully requested to contact the undersigned attorney.

Respectfully submitted,

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Date



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